File No. 704 of 1936.

Collection No.

19

Mysore Residency.

Bangalore.

Pros. Serial Nos. 1-13

Subject.

Revision of the forms of Agreement for the nursing staff recruited in the United kingdom for the B & L curzon Hospitals, Bangalore.

Previous References.

F. 776 of 1935.

Later References.

Entered

NOTES AND PRECIS.

*cp. 1 & 13 of (K) 2

Please see S.Ns.1 & 6 of* File 776-35 and also S.Ns.1 & 2 of F.704-36.

*cp. 1+2 of (L)

3

The Residency Surgeon has amended the form of agreement in conformity with the observations made by the Government of India in S. N. 1.

of (L)

4

With regard to the application of model leave terms embodied in Appendix 10 of the Fundamental Rules to the Nursing Staff, the Residency Surgeon recommends that for the reasons stated in the India Office letter of the 10th August 1926, the existing leave rules may be allowed to stand. The model leave terms provide the accumulation of leave on average pay up to a period of four months only, but this was considered to be unsuitable for the Nursing Sisters by the Inspector-General of Civil Hospitals, Punjab, who held the view that women who had worked for five long years in India, away from home and friends, were well entitled to a short period of leave to England for mental and physical rest and to visit their friends and relatives. He also considered that leave on half pay would be an undue hardship on the Nursing Sisters. The Secretary of State for India concurred in the proposal to grant leave, six months on full pay at the end of each five years' service in the case of nurses of non-Asiatic domicile subject to their entering into a further contract before leaving India. The proposed agreement accordingly contains the above provision.

Page 147 of 3 Rules (not put up)

S N. 433/B / F. 18-13 of (Y)

Under this letter at S N. 433/a / F. 18-13 of (Y)

S.N 433/B / F 18-13 of (Y)

5

As regards the suggestion of the Government of India for revising the Agreement form generally on the lines of the Model Agreement Form No I forwarded by them with S.N.11 / F.804-36, the Residency Surgeon says that the present form is specially designed to suit the

& page 3 of (T)

cp. 1 of (T)

the needs of and recommends its continuan

A draft to the Govt. of India is submitted ~~for~~ for approval.

(from para 2)

KK
27.7.36

Secy.

6 Rey issue. I will sign. (No need to Comm Reln:).

12.8.36

Issue. S.M.(4)

14-12-36

6

CORRESPONDENCE.

2-2-1/Loc 36/4 S N 1

11

From : The Under Secretary to the Government of India
in the Foreign and Political Department,

To : The Hon'ble the Resident in Mysore.

K.N

Memorandum No.F.85(2)-E/35, Dated New Delhi, the 25th April 1936.

Subject:- Revision of the forms of agreement for the nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

OFFICE OF THE RESIDENT IN MYSORE
BANGALORE.
29 APR. 1936
Regd. No. 4384
File. No. 104/36

SN 6 P. 13 of (K)

Reference your letter No. F.776-35, R.O.II dated the 7th August 1935.

In considering the terms detailed in the revised form of agreement forwarded with your letter under reply the following observations are made.

Article 1. The instructions for obtaining the certificate from the High Commissioner for railway facilities are presumably meant for the Nursing Superintendent as well and consequently above the word "Sisters" appearing in the Note the word "Superintendent" should be inserted.

Article 8. As drafted this Article seems to convey that the post of Nursing Superintendent will be filled by promotion of one of the Sisters already working in the hospitals whereas Articles 9, and 14 to 16 indicate the possibility of the post being filled also by direct recruitment from England. It would be desirable therefore if the Article is recast generally on the lines of Art.8 of the existing agreement.

Article 15. The power to remit the charges under clauses (a),(b) and (c) of this Article will presumably be exercised by the Hon'ble the Resident in Mysore. If this is the intention, the term 'Local Government' in the note, may be replaced by 'the Resident in Mysore'.

Article 12 and 17. The class of leave and return passages may be specified in greater detail as in Article 1.

Ag - - -

not put up

As regards the leave terms a reference is invited to the model leave terms embodied as Appendix No. 10 to the Posts and Telegraphs compilation and the Fundamental rules. These terms are intended to be applied in the case of Government servants engaged on contract in the United Kingdom and the Government of India would be glad to know why they could not be applied to the nursing staff of the Bangalore hospitals recruited from England.

2. In this connection a reference is invited to the Model Forms of Agreement, drawn up by the Government of India for officers engaged on contract and forwarded to you under Foreign and Political Department endorsement No.F.85-D/35 dated the 9th January 1936. It is suggested that the question of revising the agreement from for the nursing staff in question generally on the lines of the Model Agreement Form No.I for officers engaged on contract outside India may be considered. It is further suggested that provision should be made in the proposed agreement from also for the Tutor Nursing Sister so as to make it complete.

S.N.1
C.P.1
J.604-36

Under Secretary to the Government of India.

THE OFFICE OF THE HON'BLE THE RESIDENT IN MYSORE,

Bangalore, the 21st May 1936.

No. F.704-36
R.O. II

A copy of the undermentioned paper(s) is forwarded to the

Residency Surgeon, Bangalore, with reference to his letter No. 565/129, dated the 27th June 1935.

2. It is requested that the form of agreement may be amended on the lines suggested and copies forwarded to this Residency for transmission to the Government of India.

3. A copy of the model Forms of Agreements referred to in para. 2 of the memorandum from the Govt. of India is enclosed

for information, in continuation of / with reference to the correspondence ending with (his)

Memorandum / letter / endorsement from

No. dated the

By order, etc.,

Secretary / Asst. Secy. to the Resident in Mysore.

List of papers.

Memorandum from the Govt. of India, For. and Pol. Dept. No. F.85(2)-E/35, dated the 25th April 1936.

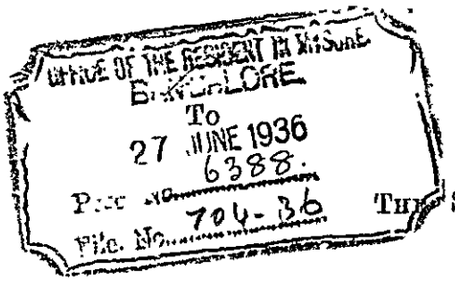
No. 606/129 SN 3

RESIDENCY SURGEON'S OFFICE,
BOWRING CIVIL HOSPITAL.

Bangalore, 25th June 1936.

FROM

Lieut-Col. J.B.Hance, O.B.E.,
M.A., M.D., F.R.C.S.E., I.M.S.,
RESIDENCY SURGEON. BANGALORE.



THE Secretary to the Hon'ble the Resident in Mysore,

BANGALORE.

Subject :—
Revision of the forms of agreement for the Nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

SIR,

With reference to your endorsement No.F.704-36/R.O.II dated 21st May 1936, I have the honour to forward herewith, for favour of transmission to the Government of India a copy of the amended form of Agreement for Nursing Sisters etc., recruited in England in conformity with the observations made by the Government of India in their Memo No.F.85(2)-E/35 dated 25th April 1936.

With regard to the application of the Model leave terms to the Nursing Staff recruited on contract in England, I have the honour to draw your attention to the Government of India letter No.298-E dated 20-9-1927 forwarded with your endorsement No.10038/18-1913, dated 30-9-1927 and more especially to India Office letter No.2107/26, dated 10th August 1936 referred to therein, and to recommend that, for the reasons there mentioned the existing leave rules may be allowed to stand.

The suggestion of the Government of India in para 2 of their letter for revision of the Agreement form generally on the lines of the Model Agreement No.1. was considered in detail by a comparative study of the various

P.T.O.

clauses of the two Agreements, and I am of opinion that the present form of Agreement is exhaustive and is specially designed, after careful consideration to suit the needs of big Hospitals, and therefore recommend its continuance

Provision has been made for the Tutor Sister also in the amended copy of Agreement now sent.

I have the honour to be,

Sir,

Your most obedient servant,

Lieut-Col.I.M.S.,

Residency Surgeon, Bangalore.

S.N.4

F.204-36

No. E.204-36
R.O.II.

Issued 1/ 28/8.

From

The Hon'ble Lieut. Colonel C.T.C.Plowden, C.I.E.,
RESIDENT IN MYSORE.

To

The Political Secretary to the Government of India,
Foreign and Political Department.

Dated Bangalore, the 28th August 1936.

Revision of the forms of agreement for the Nursing Staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

Sir,

I have the honour to refer to the correspondence ending with Memorandum from the Government of India in the Foreign and Political Department No.F.85(2)-E/35, dated the 25th April 1936, and to forward for approval a copy of the Form of Agreement to be entered into by Nursing Superintendents, Tutor Sisters, and Nursing Sisters recruited in the United Kingdom for the hospitals in the Civil and Military Station of Bangalore, as amended in confirmity with the observations made by the Government of India.

2. With regard to the application of the model leave terms promulgated in the Government of India Finance Department letter No.F.31-C.S.R-24, dated the 11th October 1924, as subsequently amended, to the Nursing Staff of the Bangalore hospitals recruite from England, I have the honour to invite a reference to the Government of India, Foreign and Political Department, Memorandum No.298-E, dated the 20th October 1926, and to recommend that in view of the opinion expressed by the Secretary of State in India Office letter No.S & G 2107/26, dated the 10th August 1926, that the model leave terms cannot be regarded as suitable for application to nurses, the existing rules embodied in the Form of

Agreement

Agreement now forwarded may be allowed to stand.

3. The suggestion of the Government of India to revise the agreement form for nursing staff generally on the lines of the Model Agreement Form No.1 for officers engaged on contract outside India has been considered in detail by making a comparative study of the various clauses of the two agreements. I am advised that the present form of Agreement is exhaustive and is specially designed, after careful consideration, to suit the needs of big hospitals. I therefore recommend that it may be continued. Provision for the Tutor Nursing Sister has been made in the Form of Agreement as now amended.

I have the honour to be,

Sir,

Your most obedient servant,

% Usre 1878.

for R E S I D E N T.

*(with two spare copies)

KS.

Articles of Agreement made the day of

19 between

(hereinafter called "the Nursing Superintendent / Tutor Sister / Nursing Sister ") of the one part and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

Whereas the Secretary of State has agreed to engage the Nursing Superintendent / Tutor Sister / Nursing Sister to serve the Secretary of State as a Hospital Nursing Superintendent / Tutor Sister / Nursing Sister in the Bowring and Lady Curzon Civil Hospitals at Bangalore.

Now these presents witness and the parties hereto respectively agree as follows:-

1. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, as soon as she may be directed on behalf of the Secretary of State, proceed to Bangalore, for which purpose she will be given the grant of a sea passage at second class "A" P & O rates or monoclass City or Anchor Lines from the United Kingdom to India, a single first class railway fare from the port of debarkation to Bangalore, and £30/- for her outfit and incidental expenses. No hotel or other expenses incurred in the course of the

journey

journey will be allowed.

Note:- The Nursing Superintendent / Tutor Sister / Nursing Sister should, before leaving the United Kingdom, obtain a certificate from the High Commissioner for India that she is a member of the nursing profession in active practice so that she may obtain the half rate concession allowed by Indian railways for members of this profession.

2. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, on arrival in India, proceed to Bangalore, and report herself to the Residency Surgeon, Bangalore, / Nursing Superintendent, Bowring & Lady Curzon Civil Hospitals, Bangalore.

3. That the Nursing Superintendent / Tutor Sister / Nursing Sister will submit herself to the orders of the officers and authorities of the said Bowring and Lady Curzon Civil Hospitals, and will remain in the said service of the Secretary of State as a Nursing Superintendent / Tutor Sister / Nursing Sister of the said Bowring and Lady Curzon Civil Hospitals for the space of three years from the date of reporting her arrival at Bangalore as aforesaid.

4. That the Nursing Superintendent / Tutor Sister / Nursing Sister will employ herself efficiently and diligently in the said Bowring and Lady Curzon

Curzon Civil Hospitals, under the orders and instructions of the officers and authorities aforesaid, as a Hospital

Nursing Superintendent / Tutor Sister / Nursing Sister in which capacity she will discharge all duties appertaining to that office and do all things which may be required of her or which are necessary to be done in her capacity aforesaid.

5. That the Nursing Superintendent / Tutor Sister / Nursing Sister will not on any pretence absent herself from her duties without having first duly obtained the permission of the Residency Surgeon of the said Hospitals and that she will devote her whole time to the duties of the service and will not undertake or attend to any private cases outside the said hospitals.

6. That the Nursing Superintendent / Tutor Sister / Nursing Sister will conform to all the rules and regulations of the said Bowring and Lady Curzon Civil Hospitals, including the Government Servants Conduct Rules, and will obey all such lawful orders and directions as she shall from time to time receive from the Officers and authorities of the said hospitals, and that in case she shall be guilty of insubordination or other misconduct or any breach or non-performance of any of the provisions of these presents,

it

it shall be lawful for the Secretary of State, through the Residency Surgeon in charge of the said Bowring and Lady Curzon Civil Hospitals, to discharge her from her said service and that upon such discharge she will forthwith ~~xxx~~ peaceably leave the said hospitals and service.

7. That if at any time in the opinion of the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, the Nursing Superintendent / Tutor Sister / Nursing Sister is found to be unsuitable for the appointment, she shall be given, with the approval of the Resident in Mysore, 3 months' notice in writing, and shall on the termination of such notice quit the service. In such a case the Nursing Superintendent / Tutor Sister / Nursing Sister will not be entitled to passage money home.

8. That if the Nursing Superintendent / Tutor Sister / Nursing Sister shall observe and comply with each and all the provisions of these presents, the Secretary of State will pay to her, for such time as she shall be actually in the service of the Secretary of State and shall perform her duties, a ~~salary~~ Pay at the rate of Rs. 250-10-350 / 200-10-250 / 140-10/2-180 and in the event of promotion of a Tutor Sister / Nursing Sister to the post of Nursing Superintendent, she will draw the scale of pay admissible

admissible to a Nursing Superintendent. In addition to pay salary, the Nursing Superintendent / Tutor Sister / Nursing Sister will be granted a boarding allowance of Rs.45/- and a uniform and washing allowance of Rs.15/- per mensem and will also be provided with free furnished residential quarters and free attendance.

9. Notwithstanding anything hereinbefore contained, the pay and leave-salary admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

10. That the pay and allowances payable to the Nursing Superintendent / Tutor Sister / Nursing Sister shall be payable monthly in India, commencing from the date of her reporting her arrival at Bangalore as aforesaid, and ceasing on the day of her quitting the service in India, or on the day of her discharge therefrom or on the day of her death if she shall die whilst therein. She shall not be entitled to any pension, gratuity, or bonus, or to exchange compensation allowance.

11. The Nursing Superintendent / Tutor Sister / Nursing Sister is, for such time as she

she shall be actually in the service of the Secretary of State, placed in the first class (single fare only) for the purpose of travelling allowance.

12. The Nursing Superintendent / Tutor Sister / Nursing Sister will, during her continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules she agrees to be bound) and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the Nursing Superintendent / Tutor Sister / Nursing Sister under these presents or otherwise.

13. In any payments or recoveries which may be made under these presents in England or India, the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed. But if the Nursing Superintendent / Tutor Sister / Nursing Sister is, by competent authority, granted any leave admissible under the terms detailed below, she will be eligible for the special rate of exchange admissible under the Fundamental Rules for such leave, provided the payment is made in a place mentioned and subject to the conditions stated therein.

LEAVE

LEAVE TERMS:-

1. In each calendar year the Nursing Superintendent / Tutor Sister / Nursing Sister will be entitled to one month's leave on full pay. This leave is not accumulated.

2. After the completion of each term of five years' service as may prove feasible, due regard being had to the working of the Bowring and Lady Curzon Civil Hospitals, Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister, if she is of non-Asiatic domicile as defined in Fundamental Rule 75, will be granted six months' leave to England on full average pay (pay means the pay she was drawing during each fifth year of her service), a single first class railway fare, and a sea passage at second class "A" P & O rates or monoclass City or Anchor Lines to England and back, provided she signs an agreement before proceeding on leave to return to India for a further tour of duty for three years, to be extended from year to year to five years as last herein before provided, and subject to the refund of her passage money and railway fare if she leaves before completing three years service. Previous service will count for purpose of fixing the pay of the Nursing Superintendent / Tutor Sister / Nursing Sister when she enters upon each new term of service.

14. That in particular the duties of the Tutor Sister / Nursing Sister include the teaching of pupil nurses in training, and nursing of European and Indian patients.

15. That if at any time during the first three years of her engagement, reckoned from the date on which she reported her arrival in Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister shall be guilty of any insubordination or other misconduct whereby she shall be subject to dismissal, she shall refund to the Secretary of State the whole of the allowance of £30/- and shall further be liable to forfeit one month's pay, the cost of passage to India, and the travelling allowance to Bangalore

16. That if at any time during the first three years of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall wish to quit the service and shall have satisfactorily performed her duties upto that time, as to which the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals shall be sole and final judge as hereinafter provided, she shall give three months' notice in writing to the Residency Surgeon of the aforesaid hospitals and shall on the termination of the period be entitled to quit the service, provided always that:-

(a) If the Nursing Superintendent / Tutor Sister / Nursing Sister quits the service during

during the first year of her engagement, reckoned as above, she shall refund to the Secretary of State the whole of the allowance of ~~£8~~ £30/-, the cost of passage to India, and the travelling allowance to Bangalore.

(b) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the second year of her engagement, reckoned as above, she shall refund to the Secretary of State two-thirds of the total sum repayable in sub-clause (a) above.

(c) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the third year of her engagement, reckoned as above, she shall refund to the Secretary of State one-third of the total sum repayable in sub-clause (a) above.

Note: The Resident in Mysore reserves to himself the right to remit charges under sub-clauses (a), (b) and (c) in special case.

17. That if on the termination of the third year of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily performed her duties, she may be invited to extend her service from year to year on the same terms and conditions, so far as they may be applicable, subject however to the right of the Nursing Superintendent / Tutor Sister / Nursing Sister to determine such service at any time by giving three months' notice in writing to the said Residency Surgeon, and to the right of the Secretary of State to determine such extended service at any time after the expiration of five years from her first engagement, reckoned

as

as aforesaid, by giving a similar notice to the Nursing Superintendent / Tutor Sister / Nursing Sister. Nothing in this clause shall interfere with the right of the Secretary of State to discharge the Nursing Superintendent / Tutor Sister / Nursing Sister at any time as laid down in clauses 6 and 7.

18. That if on the termination of five years service under these presents, including the extended period of service as last hereinbefore provided, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily at all times performed her duties, or if she shall be compelled at any time by ill-health not brought on by her own neglect or carelessness or misconduct (of which the certificate of a Medical Board shall be conclusive) to quit such service or be discharged therefrom, and upto that time shall have performed her duties to the satisfaction of the said Residency Surgeon, she shall be provided by the Secretary of State with a sea passage at second class "A" P & O rates or monoclass City or Anchor Lines from India to the United Kingdom and a single first class railway fare from Bangalore to the port of embarkation.

19. That in the event of any difference or question arising between the parties or as to the meaning and construction

construction of these presents or as to the duties to be performed by the Nursing Superintendent / Tutor Sister / Nursing Sister or whether the Nursing Superintendent / Tutor Sister / Nursing Sister has satisfactorily performed her duties ~~x~~ so as to entitle her to a return passage to England or to a renewal of this agreement, or whether she has been guilty of inattention, neglect or misconduct or breach of any term of these presents warranting her discharge and entitling the Secretary of State to a refund of the passage money, railway fare and allowances for incidental expenses, such difference or question shall be referred to the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, whose decision shall be final and binding on the parties hereto.

In witness whereof the parties have hereunto set their hands at the places and on the dates hereinafter specified respectively:-

Signed by the said

at this

day of

19 in the presence of

(1) . . . . . .

(2) . . . . . .

Signed by

day

of 19 on behalf of the Secretary of State for India in Council.

- - - -

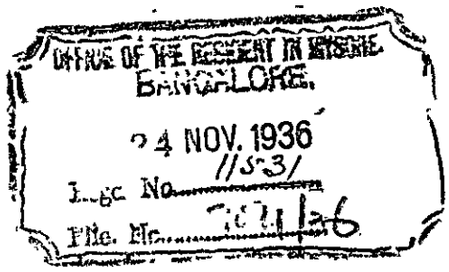
BJ

From - The Under Secretary to the Government of India
in the Foreign and Political Department,

To - The Hon'ble the Resident in Mysore.

Memorandum No.F.85(2)-E/35.

Dated New Delhi, the 20th November 1936.



Revision of the forms of Agreement for the nursing staff recruited in the United Kingdom for Bowring and Lady Curzon Hospitals, Bangalore.

Reference your letter No.704-36/R.O.II, dated the 28th August 1936.

2. The Government of India approve the revised form of Agreement for the nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore as forwarded with your letter under reply subject to the following modifications :-

Article 2 - The word "civil" should be inserted after "Lady Curzon".

Article 8 - In line 5 "satisfactorily" and "per mensem" should be inserted after "duties" and

"Rs. 250-10-350"
"Rs. 200-10-250" respectively.
"Rs. 140-10/2-180"

The expression "and in the event of Superintendent" should be deleted from this Article.

The word "pay" should be substituted for "salary" wherever it occurs in the Agreement forms.

3. If the modifications suggested are agreed to 40 copies of the forms may kindly be sent to this Department for transmission to the India Office.

Under Secretary to the Government of India.

(32

THE OFFICE OF THE HON'BLE THE RESIDENT IN MYSORE,

Bangalore, the 10th Dec. 1936.

No. F.704-36
R.O. II

A copy of the undermentioned paper(s) is forwarded to the Residency Surgeon, Bangalore,

~~for information~~, ~~in continuation of~~ with reference to ~~the correspondence ending with~~ (his) ~~Memorandum~~ letter ~~endorsement~~ ~~from~~

No. 606/129 , dated the 25th June 1936.

2. If the modifications suggested by the Government of India are agreed to, a copy of the form as modified may kindly be forwarded to this Residency.

By order, etc.,

1.12.36

~~Secretary~~ Asst. Secy. to the Resident in Mysore.

List of papers.

Letter from the Hon'ble the Resident in Mysore, Bangalore, to t Political Secretary to the Government of India, Foreign and Political Department, No. F.704-36/R.O.II, dated the 28th Augu 1936 with enclosure.

Memor from the Government of India in the Foreign and Politic Department No. F.85(2)-E/35, dated the 20th November 1936.

No. 2095/129 C9

(33)

RESIDENCY SURGEON'S OFFICE,
BOWRING CIVIL HOSPITAL.

Bangalore, 15th December *193* 6.

FROM

Lieut-Col.J.B.Hance, O.B.E.,
M.A., M.D., F.R.C.S.E., I.M.S.,

RESIDENCY SURGEON. BANGALORE.

To

THE Secretary
to the Hon'ble the Resident in Mysore,

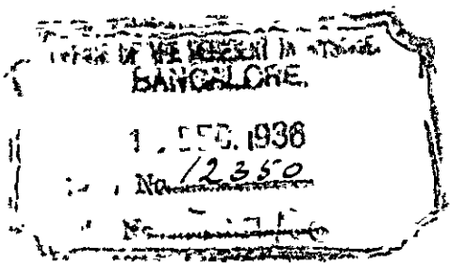
BANGALORE.

Subject :—
Revision of forms of agreement for the Nursing Staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

SIR,

1) With reference to your endorsement No.F.704-36/R.O.II dated 10th December 1936, I have the honour to forward herewith a copy of the Agreement form as modified by the Government of India.

2) 50 copies of the forms when printed may kindly be supplied for our use.



I have the honour to be,
Sir,
Your most obedient servant,

Lieut-Col.I.M.S.,
Residency Surgeon,Bangalore.

134

GOVERNMENT OF INDIA.

REQUISITION FOR WORK.

(See rules 7 to 21 of the Rules for Printing and Binding, 1925 edition.)

To

~~The Deputy Controller of Printing, Central Printing Office, SIMLA. DELHI.~~

The ~~Officer in Charge~~, Manager Residency Press, Bangalore.

No.

Dated the 6th Jan 1937.

Reference to previous requisition, if any :—No. Date

1. Description of work Form of agreement for the Nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.
2. Authority for printing (quote No. and date of communication from (*a*) the Controller of Printing, Stationery and Stamps, or (*b*) the Government of India, Central Printing Office.
   the Govt. of India have approved the forms and have asked for 40 copies of the forms for transmission to the India office.
3. In the case of paying departments quote the budget head of account to which cost is debitable.
4. Size in which to be printed. As in copy sent.
5. Style of binding, if any.
6. Date on which two proofs are required. As soon as possible
7. Number of fair copies required. 100
8. Date on which fair copies are required. As soon as possible
9. Special instructions for Press.

10. After fair copies have been supplied type to be (~~*a*) kept standing~~, (*b*) distributed.

Signature in full

Designation Assistant Secy: to the

Address Resident in Mysore.

Space for entries to be made by the—

CENTRAL PRINTING OFFICE.	PRESS.

S. 99.

DCFP—103S&P—(G-154)—5-6-29—1,500 Pads.

[illegible]

35

ARTICLES OF AGREEMENT made the day

of one thousand nine hundred and

BETWEEN

(hereinafter called "the Nursing Superintendent / Tutor Sister / Nursing Sister") of the one part and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS the Secretary of State has agreed to engage the Nursing Superintendent / Tutor Sister / Nursing Sister to serve the Secretary of State as a Hospital Nursing Superintendent / Tutor Sister / Nursing Sister in the Bowring and Lady Curzon Civil Hospitals at Bangalore.

Now these presents witness and the parties hereto respectively agree as follows:—

1. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, as soon as she may be directed on behalf of the Secretary of State, proceed to Bangalore, for which purpose she will be given the grant of a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines from the United Kingdom to India, a single first class railway fare from the port of debarkation to Bangalore, and £30 for her outfit and incidental expenses. No hotel or other expenses incurred in the course of the journey will be allowed.

(1) Passage T.D. and £30 allowance

NOTE.—The Nursing Superintendent / Tutor Sister / Nursing Sister should, before leaving the United Kingdom, obtain a certificate from the High Commissioner for India that she is a member of the Nursing profession *in active practice* so that she may obtain the half rate concession allowed by Indian railways for members of this profession.

2. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, on arrival in India, proceed to Bangalore, and report herself to the Residency Surgeon, Bangalore. / Nursing Superintendent, Bowring and Lady Curzon Civil Hospitals, Bangalore.

3. That the Nursing Superintendent / Tutor Sister / Nursing Sister will submit herself to the orders of the officers and authorities of the said Bowring and Lady Curzon Civil Hospitals, and will remain in the said service of the Secretary of State as a Nursing Superintendent / Tutor Sister / Nursing Sister of the said Bowring and Lady Curzon Civil Hospitals for the space of three years from the date of reporting her arrival at Bangalore as aforesaid.

4. That the Nursing Superintendent / Tutor Sister / Nursing Sister will employ herself efficiently and diligently in the said Bowring and Lady Curzon Civil Hospitals, under the orders and instructions of the officers and authorities aforesaid as a Hospital

Nursing Superintendent / Tutor Sister / Nursing Sister, in which capacity she will discharge all duties appertaining to that office, and do all things which may be required of her or which are necessary to be done in her capacity aforesaid.

5. That the Nursing Superintendent / Tutor Sister / Nursing Sister will not on any pretence absent herself from her duties without having first duly obtained the permission of the Residency Surgeon of the said hospitals and that she will devote her whole time to the duties of the service and will not undertake or attend to any private cases outside the said hospitals.

6. That the Nursing Superintendent / Tutor Sister / Nursing Sister will conform to all the rules and regulations of the said Bowring and Lady Curzon Civil Hospitals, (including the Government Servants' Conduct Rules) and will obey all such lawful orders and directions as she shall from time to time receive from the officers and authorities of the said hospitals, and that in case she shall be guilty of insubordination or other misconduct or any breach or non-performance of any of the provisions of these presents, it shall be lawful for the Secretary of State, through the Residency Surgeon in charge of the said Bowring and Lady Curzon Civil Hospitals, to discharge her from her said service; and that upon such discharge she will forthwith peaceably leave the said hospitals and service.

7. That if at any time in the opinion of the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, the Nursing Superintendent / Tutor Sister / Nursing Sister is found to be unsuitable for the appointment, she shall be given, with the approval of the Resident in Mysore, three months' notice in writing, and shall on the termination of such notice quit the service. In such a case the Nursing Superintendent / Tutor Sister / Nursing Sister will not be entitled to passage money home.

8. That if the Nursing Superintendent / Tutor Sister / Nursing Sister shall observe and comply with each and all the provisions of these presents, the Secretary of State will pay to her, for such time as she shall be actually in the service of the Secretary of State and shall perform her duties satisfactorily, a pay at the rate of Rs. 250–10–350 / Rs. 200–10–250 / Rs. 140–10/2–180 per mensem. In addition to pay, the Nursing Superintendent / Tutor Sister / Nursing Sister will be granted a boarding allowance of Rs. 45 and a uniform and washing allowance of Rs. 15 per mensem and will also be provided with free furnished residential quarters and free attendance.

9. Notwithstanding anything hereinbefore contained, the pay and leave pay admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

10. That the pay and allowances payable to the Nursing Superintendent / Tutor Sister / Nursing Sister shall be payable monthly in India, commencing from the date of her reporting her arrival at Bangalore as aforesaid, and ceasing on the day of her quitting the service in India, or on the day of her discharge therefrom, or on the day of her death if she shall die whilst therein. She shall not be entitled to any pension, gratuity, or bonus, or to exchange compensation allowance.

11. The Nursing Superintendent / Tutor Sister / Nursing Sister is, for such time as she shall be actually in the service of the Secretary of State, placed in the first class (single fare only) for the purpose of travelling allowance.

12. The Nursing Superintendent / Tutor Sister / Nursing Sister will, during her continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules she agrees to be bound) and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the Nursing Superintendent / Tutor Sister / Nursing Sister under these presents or otherwise.

13. In any payments or recoveries which may be made under these presents in England or India, the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed. But if the Nursing Superintendent / Tutor Sister / Nursing Sister is, by competent authority, granted any leave admissible under the terms detailed below, she will be eligible for the special rate of exchange admissible under the Fundamental Rules for such leave, provided the payment is made in a place mentioned and subject to the conditions stated therein.

Leave Terms:—(1) In each calendar year the Nursing Superintendent / Tutor Sister / Nursing Sister will be entitled to one month's leave on full pay. This leave is not accumulated.

(2) After the completion of each term of five years' service as may prove feasible, due regard being had to the working of the Bowring and Lady Curzon Civil Hospitals, Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister, if she is of non-Asiatic domicile as defined in Fundamental Rule 75, will be granted six months' leave to England on full average pay (pay means the pay she was drawing during each fifth year of her service), a single first class railway fare, and a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines to England and back, provided she signs an agreement before proceeding on leave to return to India for a further tour of duty for three years, to be extended from year to year to five years as last hereinbefore provided, and subject to the refund of her passage money and railway fare if she leaves before completing three years' service. Previous service will count for purpose of fixing the pay of the Nursing Superintendent / Tutor Sister / Nursing Sister when she enters upon each new term of service.

14. That in particular the duties of the Tutor Sister / Nursing Sister include the teaching of pupil nurses in training, and nursing of European and Indian patients.

15. That, if at any time during the first three years of her engagement, reckoned from the date on which she reported her arrival in Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister shall be guilty of any insubordination or other misconduct whereby she shall be subject to dismissal, she shall refund to the Secretary of State the whole of the allowance of £30 and shall further be liable to forfeit one month's pay, the cost of passage to India and the travelling allowance to Bangalore.

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16. That if at any time during the first three years of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall wish to quit the service and shall have satisfactorily performed her duties up to that time, as to which the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals shall be sole and final judge as hereinafter provided, she shall give three months' notice in writing to the Residency Surgeon of the aforesaid hospitals and shall on the termination of that period be entitled to quit the service provided always that:—

(a) If the Nursing Superintendent / Tutor Sister / Nursing Sister quits the service during the first year of her engagement, reckoned as above, she shall refund to the Secretary of State the whole of the allowance of £30, the cost of passage to India and the travelling allowance to Bangalore.

(b) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the second year of her engagement, reckoned as above, she shall refund to the Secretary of State two-thirds of the total sum repayable in sub-clause (a) above.

(c) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the third year of her engagement, reckoned as above, she shall refund to the Secretary of State one-third of the total sum repayable in sub-clause (a) above.

NOTE:—The Resident in Mysore reserves to himself the right to remit charges under sub-clauses (a), (b) and (c) in special case.

17. That if on the termination of the third year of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily performed her duties, she may be invited to extend her service from year to year on the same terms and conditions, so far as they may be applicable, subject however to the right of the Nursing Superintendent / Tutor Sister / Nursing Sister to determine such service at any time by giving three months' notice in writing to the said Residency Surgeon, and to the right of the Secretary of State to determine such extended service at any time after the expiration of five years from her first engagement, reckoned as aforesaid, by giving a similar notice to the Nursing Superintendent / Tutor Sister / Nursing Sister. Nothing in this clause shall interfere with the right of the Secretary of State to discharge the Nursing Superintendent / Tutor Sister / Nursing Sister at any time as laid down in clauses 6 and 7.

18. That if on the termination of five years' service under these presents, including the extended period of service as last hereinbefore provided, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily at all times performed her duties, or if she shall be compelled at any time by ill-health not brought on by her own neglect, or carelessness or misconduct (of which the certificate of a Medical Board shall be conclusive) to quit such service or be discharged therefrom, and up to that time shall have performed her duties to the satisfaction of the said Residency Surgeon, she shall be provided by the Secretary of State with a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines from India to the United Kingdom and a single first class railway fare from Bangalore to the port of embarkation.

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19. That in the event of any difference or question arising between the parties or as to the meaning and construction of these presents or as to the duties to be performed by the Nursing Superintendent / Tutor Sister / Nursing Sister or whether the Nursing Superintendent / Tutor Sister / Nursing Sister has satisfactorily performed her duties so as to entitle her to a return passage to England or to a renewal of this agreement, or whether she has been guilty of inattention, neglect or misconduct or breach of any term of these presents warranting her discharge and entitling the Secretary of State to a refund of the passage money, railway fare and allowances for incidental expenses, such difference or question shall be referred to the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, whose decision shall be final and binding on the parties hereto.

In witness whereof the parties have hereunto set their hands at the places and on the dates hereinafter specified respectively :—

Signed by the said

at this

day of

one thousand nine hundred and in the

presence of (1) .....

(2) .....

Signed by

this

day of one thousand nine hundred and

on behalf of the Secretary of State for India in Council.

1520—5-2-1937—100—RPB.

S.N.12

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DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft Letter / Memorandum / Telegram

Class for telegrams: Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No. F.704-36 R.O.II. Dated 15th Feb. 1937

From

Resident.

To

The Political Secretary to the Government of India, Foreign & Political Department.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures

(Code word for telegrams.)

Revision of the forms of Agreement for the nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore

Sir,

I have the honour to refer to the correspondence ending with memorandum from the Government of India in the Foreign and Political Department, No.F.85(2)-E/35, dated the 20th November 1936, and to forward 40 copies of the revised form of Agreement for the nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

I have etc.,

for R E S I D E N T.

S.N.7 (L) c.p.31

S.N.11

S.5.

MGIPC—S1—158(Genl)MFP—(M-1983)—3-5-34—50,000 Pads.

S.N.13

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DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft Letter / Memorandum / Telegram

Issue 9/2

Issued mp 15.2.37

Class for telegrams: Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No. F.704-36 Dated 15th Feb. 1937

From

Secretary.

To

The Residency Surgeon,
Bangalore.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures

S.N.9 (L)

(Code word for telegrams.)

S.N.11
for C.

Revision of the forms of Agreement for the nursing staff recruited in the United Kingdom for the Bowring and Lady Curzon Hospitals, Bangalore.

Reference correspondence ending with your letter No.2095/129, dated the 15th December 1936.

2. 50 copies of the form of Agreement as finally revised are forwarded herewith.

9/2

SECRETARY TO THE RESIDENT.

8.2.37

S. 5.

MGIPC—S1—138(Genl)MFP—(M.1983)—3-3-34—50,000 Pads.